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Attorneys for Plaintiff
Amber Ruiz

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Brianna Rios, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

AMBER RUIZ, an individual, Plaintiff, v. MANLEY LABORATORIES, INC., a California Corporation; and DOES 1-100, inclusive, Defendants.	Case No. CIVDS2018793 **Assigned for All Purposes: Honorable Hon. Janet M. Frangie Department R1** **DECLARATION OF MICHAEL BLUE IN SUPPORT OF DEFENDANT'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** *[Filed Concurrently with Notice of Motion and Motion; Memorandum of Points and Authorities; Declaration of Jeffrey K. Brown; (Proposed) Order]* Date: December 18, 2025 Time: 9:00 am Action Filed: September 2, 2020 Trial Date: TBD

I, Michael Blue (hereinafter "**Plaintiff's Counsel**" or "**PAGA Counsel**"), declare as follows:

1. I am an attorney duly admitted to practice before this court. I am the managing

attorney with the Blue Law Group Inc., attorneys of record for Plaintiff Amber Ruiz (hereinafter "**Plaintiff**"). I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein. I make this declaration in support of Defendant's Unopposed Motion for Approval of Paga Settlement.

2. On or about June 8, 2020, Plaintiff exhausted her administrative notice requirements by filing a letter with the Labor and Workforce Development Agency (hereinafter "**LWDA**"). In her PAGA notice, and the subsequent complaint filed in this case on or about September 2, 2020, Plaintiff alleged the following violations against Defendant, which is an audio manufacturer: failure to pay wages; failure to pay overtime wages; failure to provide meal and rest periods; failure to provide accurate itemized wage statements; failure to timely pay wages to employees upon separation of employment; and unlawful competition.

3. Attached hereto as **Exhibit "A"** is a true and correct copy of Plaintiff's letter filed with the LWDA via online submission on June 8, 2020, and maintained by my office in the normal course of business.

4. Attached hereto as **Exhibit "B"** is a true and correct copy of the list of fees and costs incurred by Plaintiff's counsel in litigating this case.

5. Neither Plaintiff nor Plaintiff's Counsel are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

BACKGROUND/INVESTIGATION

6. Prior to agreeing to settle this case in February 2025, Plaintiff received numerous documents during discovery, which included not only policies and practices of the Defendant, but also important facts and data related to Plaintiff and various Aggrieved Individuals.

EVALUATION OF THE CLAIMS

7. Plaintiff's Counsel has conducted a thorough investigation into the facts of this

case, which included not only formal and informal fact-gathering during discovery, but also receipt of important information in connection with the parties hereto. Based on the foregoing document and information exchange and on independent investigation and evaluation, Plaintiff's Counsel and Plaintiff are of the opinion that the proposed Settlement Agreement is fair, reasonable, and adequate. Furthermore, in light of all known facts and circumstances, the risk of a significant delay, trial risk, jury risk, and the risk of appeal, the Settlement Agreement seems to be in the best interests of all parties in connection to this lawsuit.

8. After engaging in significant discovery, there was one claim Plaintiff's Counsel was particularly confident in prevailing at trial on, and that claim centered on the fact that for two weeks in December 2018, Plaintiff and various Aggrieved Individuals appeared to have worked numerous hours of overtime but were paid only their regular rate in the following pay period. The other employment violations set forth in lawsuit herein seemed to offer a more challenging landscape to prevail at trial on, and carried significantly greater risk of prevailing as a result therefore.

SETTLEMENT AND POTENTIAL EXPOSURE

9. Here, taking into account the evidence adduced in this action regarding potential exposure, Plaintiff's Counsel determined that the reasonable maximum PAGA penalties for the alleged Labor Code violations appeared very low, based on the fact that Plaintiff's one particularly good claim was substantially limited in time and scope (i.e., a two week period in December 2018).

10. The proposed settlement of $125,000.00 therefore represents a meaningful recovery when compared against the risk of losing at trial and the potential for a low recovery or the risk of being altogether defensed at trial. When considering the risks of litigation, and the probability of appeal, as well as the uncertainties in continuing litigation and the burdens of proof needed to establish liability, it seems clear the Settlement Amount of $125,000.00 is within the ballpark of reasonableness and that approval of the settlement is appropriate.

THE REPRESENTATIVE RELEASE PAYMENT TO PLAINTIFF IS REASONABLE

11. After meaningful settlement negotiations, Plaintiff agreed to resolve her individual wage and hour claims against Defendant for $71,000.00. That amount also accounts for Plaintiff's agreement to release her individual wrongful termination and emotional distress claims, in addition to the wage-and-hour claims.

12. Throughout this litigation, Plaintiff, who was a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the class of Aggrieved Individuals. Plaintiff provided valuable information regarding her hours worked, and what duties were performed during those hours. Plaintiff also provided information regarding meal and rest periods taken and missed by Plaintiff and other Aggrieved Individuals. Plaintiff participated in decisions concerning this action and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff worked with my office to determine the viability of her claims. Plaintiff also provided information and documents relating to her employment by Defendant.

13. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without her participation. At the same time, Plaintiff faced many risks in adding herself as the PAGA representative in this matter. Plaintiff faced actual risks with her future employment, as putting herself on public record in an employment lawsuit could also affect her likelihood for future employment. If each Aggrieved Individual would have tried to pursue legal remedies on their own, that would have resulted in each member of the Aggrieved Individuals having to expend a significant amount of their own monetary resources and time, not to mention limited judicial resources, which was eliminated by Plaintiff when she took the risk of litigating this action on behalf of herself and the Aggrieved Individuals.

14. The requested Representative Release Payment is therefore reasonable to

compensate Plaintiff for her active participation in the lawsuit, in addition to her general waiver of claims, both known and unknown, as well as Section 1542 rights.

MICHAEL BLUE, ESQ.'S QUALIFICATIONS

15. Plaintiff's Counsel is approaching two decades of experience as an employment lawyer and has handled countless cases that have resulted in numerous bench and jury trial victories, including verdicts/judgments that resulted in seven and eight figure awards. Plaintiff's Counsel has also argued numerous cases in different courts of appeal, including the case of *Beltran v. Hard Rock Hotel Licensing, Inc.*, 97 Cal.App.5th 865 (2023) which is believed to be the first published case where Plaintiff's Counsel successfully argued that one incident of sexual harassment can be sufficient by itself to trigger a hostile work environment—helping to reverse approximately five decades of case law that essentially held the opposite position.

16. In addition to the foregoing, Plaintiff's Counsel is a four-time rising star super lawyer as determined by Super Lawyer Magazine and Southern California Super Lawyers, and is not only a college graduate of a university consistently ranked either first or second among the nation's public universities (i.e., the University of California, Los Angeles (UCLA)), but is also a graduate of two of the nation's elite law schools, earning a Juris Doctor from Northwestern University School of Law and earning a Master's of Law in Taxation from New York University School of Law (NYU).

17. The substantial experience, academic pedigree, and professional success all underscore a strong and competent skill set used in the representation herein.

COUNSEL'S TOTAL HOURS AND LITIGATION COSTS

18. PAGA Counsel's hourly rate is: $800.00 per hour.

19. PAGA Counsel, the Blue Law Group Inc., applies for an award of attorneys' fees in the sum of Forty Thousand Dollars and Zero Cents ($40,000.00) (which is 32% of the gross

settlement amount). The proposed award of attorneys' fees to PAGA Counsel can be justified under the percentage method.

20. Counsel at the Blue Law Group have devoted significant time and effort to this litigation. Counsel Michael Blue has worked 105.75 hours on this case and associate counsel George Aloupas worked an additional 95 hours—while paralegal and legal assistant time totaled another almost 50 hours. The billable amount of PAGA Counsel Michael Blue alone totaled $84,600 when multiplied by the $800 per hour hourly rate and the 105.75 hours worked (which did not include the time on this declaration). PAGA Counsel has conducted, *inter alia*, the following tasks: Pre-filing investigation and legal research; drafting and filing the PAGA letter notifying the LWDA of Plaintiff's claims; interviewing and discussions with client; research and investigation into California's evolving wage and hour laws; investigation into Defendant's policies and practices for their employees; drafting and filing pleadings; meeting and conferring with Defendant's counsel on various topics throughout the litigation; researching, drafting, and filing discovery; researching, drafting, and filing a motion to compel further discovery responses; settlement negotiations; draft and review of settlement agreement, and the like.

21. All the tasks and work performed were reasonable and necessary to the prosecution of this case. The work performed was justified in light of the result achieved.

22. PAGA Counsel seeks $1,500.00 in reimbursement of its litigation expenses, which totaled $1,605.57. These costs were all reasonable and necessary to the prosecution of this case and the results achieved, and are fair, reasonable, and unopposed by Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 25th day of November, 2025, at Rancho Cucamonga, San Bernardino County, California.

Michael Blue
PAGA Counsel and Declarant

AMBER RUIZ v. MANLEY LABORATORIES
DOCKET NO.: CIVDS2018793

EXHIBIT A

The Blue Law GROUP
A Professional Law Corporation
www.bluelawgroup.com

Rancho Cucamonga Office:
8599 Haven Ave., Suite 201
Rancho Cucamonga CA 91730
Phone 909-945-0121 · Fax 909-945-2051

Los Angeles Office:
801 South Grand Avenue, 11th Floor
Los Angeles, CA 90017
Phone 213-458-5122 · Fax 909-945-2051

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128 (copy by certified mail to Manley Laboratories, Inc.)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

June 8, 2020

Re: Amber Ruiz v. Manley Laboratories, Inc.
PAGA Claim Notice Letter

To Whom it may concern:

The purpose of this correspondence is to inform you that pursuant to the California *Labor Code* Private Attorney General Act of 2004 ("the Act" or "PAGA") (Cal. *Labor Code* §2698 *et. seq*.), Ms. Amber Ruiz ("Ms. Ruiz" or "Plaintiff"), on behalf of other similarly situated employees and as a representative of the other aggrieved employees of Manley Laboratories, Inc. ("Defendant" or "Manley") intend to avail themselves of the protections of the Act. Additionally, this correspondence will serve to satisfy the notice requirements of the Act, along with the copy of Plaintiff's Complaint which will be filed promptly in the Superior Court for San Bernardino County upon the completion of the notice period under *Labor Code* § 2699.3(a).

As stated in the Complaint, Plaintiff is alleging, individually and on behalf of other similarly situated aggrieved non-exempt aggrieved employees of Manley, that Defendant failed to failed to pay wages of its employees by forcing employees to work off the clock; that Defendant failed to pay overtime wages in violation of *Labor Code* § 510; failed to provide compliant meal and rest periods to its employees in violation of *Labor Code* §§ 226.7 and 512; failed to provide accurate itemized wage statements in violation of *Labor Code* § 226(a); failed to pay wages to separated or terminated employees in violation of *Labor Code* § 203; and engaging in unlawful competition in violation of *Business and Professions Code* §§ 17000, *et seq*.

Plaintiff worked for Defendant as a bookkeeper from approximately **September 2016** through **April 9, 2020**. Although Plaintiff worked as a bookkeeper for Manley, the aggrieved employees she seeks to represent are Manley's assembly line workers who have suffered the same *Labor Code* violations as Plaintiff has. Similar to the other aggrieved employees of Manley, she was a non-exempt employee in the state of California who was made to work off the clock and not paid all of her wages; was made to work through her meal and rest periods just like the similarly situated aggrieved employees; was not given accurate, itemized wage statements from Defendant Manley; and was not given all of wages upon the termination of her employment with Manley.

With regard to Manley failing to pay wages, Plaintiff and the similarly situated aggrieved employees were made to work off the clock. Specifically, Manley had two (2) time clocks where Plaintiff and the aggrieved employees would punch in to start their shifts. One of the time clocks was electronic, and the other one was a manual paper time clock. Manley would schedule the aggrieved employees to work a shift, say ten (10) hours, and then Manley would move the final two hours of that 10-hour shift to another day, so as to avoid paying the overtime rate.

Also with regard to Manley's failure to pay overtime compensation, during the month of **December 2019**, Manley made the aggrieved employees work double the hours the first half of the month, yet spreading the aggrieved employees' pay throughout the month without paying the aggrieved employees any of the requisite overtime and double time pay that was earned the first half of the month. However, the pay of the aggrieved employees was paid out at 40 hours per week spread throughout the entire month of **December 2019**. This practice was in fact done since 2015, and is encompassed in the PAGA limitations period.

The Christmas pay specifically worked as follows – starting in the beginning of **November** until approximately the **10th of December**, employees would come to Manley and work their regularly-scheduled shift of either 8 hours or 10 hours. Then the employee would work an additional set of hours which were then recorded on a paper timecard. Those hours would accumulate and then would be entered for the period of mid-December to the end of December. Plaintiff and the aggrieved employees are paid bi-weekly and would receive two checks mid-December. The first check would be for the regular two-week pay period. The second check would be an advance of the following two week pay period that was the regular hourly equivalent of hours accrued on the paper timecard. Plaintiff and the aggrieved employees were required to work the "Christmas vacation" in **2016**, **2017**, **2018**, and **2019** and accumulated additional work hours. Those work hours should have been paid in the pay period that would be the second pay period of December. However, those hours worked by these employees, were held back until the first pay period of the following year.

Also regarding overtime pay as well as working off the clock, during the entirety of the PAGA limitations period, some of the aggrieved employees were required to take assembly work home, perform the work at home in addition to their regular shift, and would be paid a flat rate for the work performed which was not equivalent to overtime pay. For example, each assembled widget had an assembly cost associated with it, this rate times the number of parts assembled would equal the rate paid. This would also accumulate on a sheet in the Director of Operations office separate from the time clock. The Director of Operations would decide who would get paid, how they would be paid, and the amount. Sometime work performed in the current month, would be paid months later. Plaintiff was ordered to pay this "homework" pay to the aggrieved employees on a separate check. Overtime was also to be paid on a separate check. So was the cleaning pay paid to the employee who cleaned. As a result, many of the aggrieved employees were not paid proper overtime hours.

Manley also failed to provide Plaintiff and the aggrieved employees compliant meal and rest periods under the *Labor Code*, the *Code of Regulations*, and applicable IWC Wage Orders. Specifically, Manley has a bell system that rings to signal the start and end of the meal period. However, Manley rarely if ever followed its own bell system as Plaintiff and the aggrieved employees would have their meal periods interrupted, meaning they could not enjoy a full, thirty (30) minute meal period being free from all of their work duties. Although Plaintiff and the aggrieved employees' meal periods were frequently interrupted by Manley's management, Plaintiff and the aggrieved employees never received premium pay pursuant to *Labor Code* § 226.7.

Similarly, as with meal periods, Plaintiff and the aggrieved employees rarely, if ever, were able to enjoy a legally compliant rest period under the *Code of Regulations* and the applicable Wage Orders. Specifically, Plaintiff and the aggrieved employees were made to work shifts of either 8 or 10 hours, which would entitle them to 2 paid 10-minute rest periods under the *Code of Regulations*. However, Plaintiff and the aggrieved employees rarely were provided with rest breaks, and were made to work through such rest breaks by Manley.

Manley has also failed to provide accurate, itemized wage statements pursuant to *Labor Code* § 226(a). Specifically, Manley would fail to put the overtime hours it did pay to Plaintiff and the aggrieved employees on the same wage statement. Rather, Plaintiff and the aggrieved employees were provided a separate wage statement that would have the overtime hours worked on it, rather than putting the overtime hours worked on the first wage statement. Moreover, the overtime hours that were put on the second wage statement were not accurate as Plaintiff and the aggrieved employees were not paid all of their overtime hours worked. Moreover, Plaintiff and the aggrieved employees were not provided compliant meal and rest breaks, nor were paid premium pay for those missed and/or interrupted meal and rest breaks pursuant to *Labor Code* § 226.7. Such a payment should have been itemized in Plaintiff and the aggrieved employees' wage statements, yet no such itemization was present on the wage statements at any point during the PAGA limitations period. Finally, the entity that is the employer on the wage statement is listed as "Manley Laboratories," when the true name of the entity that is the employer is actually Manley Laboratories, Inc. This is a violation of *Labor Code* § 226(a)(8). As such, Manley is in violation of *Labor Code* § 226(a).

Finally, Plaintiff was terminated on or around **April 9, 2020**, yet when she was provided her final paycheck, it did not include all of the wages due and owing at the time of plaintiff's termination. Specifically, Plaintiff, as well as the aggrieved employees, were not provided all of the premium pay that they should have received from all of the missed meal and rest periods Plaintiff and the aggrieved employees who separated from Manley during the limitations period had to endure during their employment. Also, the check printed for Plaintiff was a manual check and Plaintiff has still yet to receive her final paystub showing a breakdown of the final hours paid, As such, Plaintiff and the similarly situated aggrieved employees are entitled to waiting time penalties under *Labor Code* § 203, up to 30 days wages at the regular rate.

Plaintiff has attached a copy of her Complaint, which will be filed in San Bernardino County Superior Court in substantially similar form promptly upon the completion of the notice period under *Labor Code* § 2699.3(a), and which Plaintiff incorporates as though fully set forth herewith. This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendant by setting forth the specific provisions of the *Labor Code* and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Manley in the Complaint.

To prevent the above described violations from occurring and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into the employment practices of Manley Laboratories, Inc. and its policies and practices of failing to pay wages and overtime compensation, failing to provide meal and rest periods, failing to provide accurate, itemized wage statements, and failing to pay all wages due upon termination or separation of employment.

THE BLUE LAW GROUP, INC.

George A. Aloupas, Esq.
The Blue Law Group, Inc.
Attorneys for Plaintiff Amber Ruiz

GAA: ga

Cc:
Eveanna D. Manley (Agent for Service of Process)
Manley Laboratories, Inc.
13880 Magnolia Avenue
Chino, CA 91710
Tracking No.: 7019 2970 0001 4390 8806

AMBER RUIZ v. MANLEY LABORATORIES
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EXHIBIT B

RUIZ v. MANLEY LABORATORIES LIST OF EXPENSES

Overnight Letter to Employer	$ 26.15
Request for PAGA Notice Filing Fee	$ 75.00
Certified US Post of Preservation/Representation Approved Letter	$ 4.95
PAGA Complaint Fee	$ 450.77
File For Civil Complaint	$ 8.00
Pulling of Conformed Copy of Complaint	$ 4.00
Service of Summons, Complaint, Civ Case Coversheet & Certificate of Assignment	$ 143.00
Filing of a CM-110 Case Management Statement	$ 7.00
Court Call Appearance Fee	$ 72.00
E-Filing of Stipulation to Continue Trial	$ 144.90
E-Filing of Stipulation	$ 39.78
Pull conformed stipulation to continue trial off SB Court Website	$ 1.57
Pull order off SB Court website	$ 20.00
Service of Courtesy Coy of Notice of Settlement to Assigned Department	$ 61.95
E File Notice of Settlement	$ 22.87
Graystone Consulting (Negotiation)	$ 500.00
Efile Notice	$ 23.63
Total	$ 1,605.57

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4 PARK PLAZA, SUITE 1100
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PROOF OF SERVICE

Amber Ruiz v. Manley Laboratories, Inc.
San Bernardino Superior Court
Case No. CIVDS2018793

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On November 25, 2025, I served true copies of the following document(s) described as **DECLARATION OF MICHAEL BLUE IN SUPPORT OF DEFENDANT'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as follows:

Michael Kol Blue, Esq. The Blue Law Group 10737 Laurel Street, Suite 210 Rancho Cucamonga, CA 91730 Email: intake@bluelawgroup.com michael.blue@bluelawgroup.com norma.garner@bluelawgroup.com ashley.vasquez@bluelawgroup.com	*Attorneys for Plaintiff Amber Ruiz*

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address pfruth@paynefears.com to the persons at the e-mail addresses listed in the Service List.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 25, 2025, at Irvine, California.

/s/ Paige J. Fruth
Paige J. Fruth